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6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON
8 AT SEATTLE

9 PREMERA,

10 Plaintiff,

11 vs.

Case No. 2:17-cv-00714

12 LEXINGTON INSURANCE COMPANY;
13 BCS INSURANCE COMPANY;
14 HOMELAND INSURANCE COMPANY OF
15 NEW YORK; IRONSHORE SPECIALTY
16 INSURANCE COMPANY; RLI
17 INSURANCE COMPANY; TRAVELERS
18 CASUALTY AND SURETY COMPANY OF
19 AMERICA; AND RSUI INDEMNITY
20 COMPANY,

21 Defendants.

**JOINT MOTION FOR AND ORDER
OF DISMISSAL OF PREMERA'S
CLAIMS AGAINST BCS WITHOUT
PREJUDICE AND RETENTION OF
THE COURT'S JURISDICTION
OVER PREMERA'S CLAIMS
AGAINST BCS**

22 Pursuant to Federal Rule of Civil Procedure 41(a)(2), Plaintiff Premera Blue Cross
23 ("Premera"), and Defendant BCS Insurance Company ("BCS"), by and through their respective
24 counsel, hereby jointly move the Court for an order dismissing all claims alleged by Premera
25 against BCS without prejudice, pursuant to the following terms:

26 1. Premera and BCS have entered into a Confidential Interim Agreement pursuant
27 to which BCS will reimburse Premera's defense expenses in the United States District Court
for the Northern District of Alabama, *In Re: Blue Cross Blue Shield Antitrust Litigation*, Master
File No 2:13-cv-20000-RDP, and Premera and BCS will attempt to negotiate a settlement
resolving all of Premera's claims against BCS.

2. Pursuant to Federal Rule of Civil Procedure 41(a)(2), Premera and BCS request that the Court retain jurisdiction over Premra's claims against BCS in order that the Court may enforce the Interim Agreement and that Premera may reinstate its claims against BCS in the event that the parties fail to reach a settlement.

3. This stipulation and order does not apply to claims Premera has alleged against any other party in this litigation.

DATED: May 6, 2021

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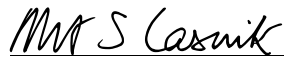
Attorney for Counterclaim Defendants Allied
World Surplus Line and Allied World Specialty
Insurance Company, both formerly known as
Darwin National Assurance Company

1 **IT IS HEREBY ORDERED:**

2 1. Pursuant to Federal Rule of Civil Procedure 41(a)(2), Premera's claims against
3 BCS are dismissed without prejudice.

4 2. With the consent of Premera and BCS, the Court shall retain jurisdiction over
5 Premera's claims against BCS for the purposes of enforcing the terms of the Parties' Interim
6 Agreement, and in order that Premera may reinstate its claims against BCS in the event that
7 Premera and BCS do not settle Premera's claims.

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9 Dated this 7th day of May, 2021.

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11 Robert S. Lasnik
12 United States District Judge
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